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6 **UNITED STATES DISTRICT COURT**

7 **DISTRICT OF NEVADA**

8 TRUSTEES OF THE CONSTRUCTION
9 INDUSTRY AND LABORERS HEALTH
10 AND WELFARE TRUST; TRUSTEES OF
11 THE CONSTRUCTION INDUSTRY AND
12 LABORERS JOINT PENSION TRUST;
13 TRUSTEES OF THE CONSTRUCTION
14 INDUSTRY AND LABORERS VACATION
15 TRUST; and TRUSTEES OF THE
16 SOUTHERN NEVADA LABORERS
17 LOCAL 872 TRAINING TRUST,

18 Plaintiffs,

19 vs.

20 PREMIER TRAFFIC CONTROL, INC., a
21 Nevada corporation; EDITH MARTINEZ, an
22 individual; and JANET L. GLENN, an
23 individual,

24 Defendants.

Case No. 2:09-cv-02252-LRH-LRL

**STIPULATED/CONSENT JUDGMENT
AGAINST PREMIER TRAFFIC
CONTROL, INC.**

AND ORDER THEREON

25 Plaintiffs, Trustees of the Construction Industry and Laborers Health and Welfare Trust,
26 Trustees of the Construction Industry and Laborers Joint Pension Trust; Trustees of the
27 Construction Industry and Laborers Vacation Trust and Trustees of the Southern Nevada Laborers
28 Local 872 Training Trust (collectively "Trust Funds"), and Defendants, Premier Traffic Control,

1 Inc. ("Premier"), Edith Martinez ("Martinez") and Janet L. Glenn ("Glenn") (collectively
2 "Defendants"), hereby stipulate and agree as follows:

3 WHEREAS, Premier is signatory to and bound by the terms of a collective bargaining
4 agreement ("CBA") with the Laborers International Union of North America, Local No. 872
5 ("Union"), in which Premier agreed to abide by the trust agreements establishing the respective
6 Trust Funds and any amendments thereto ("Trust Agreements");

7 WHEREAS, under the CBA and the Trust Agreements, Premier is obligated to pay
8 employee benefits to the Trust Funds on behalf of Premier's bargaining unit employees
9 represented by the Union;

10 WHEREAS, based on a contract compliance review ("Audit") of Premier's books and
11 records for the months of May 2005 through May 2009 ("Audit Period"), Premier owes the Trust
12 Funds delinquent employee benefit contributions and resulting interest, liquidated damages, Audit
13 costs and attorney's fees and costs (collectively "ancillary costs") incurred for hours worked by
14 Premier's employees on various projects on which Premier performed work for numerous
15 general/originating contractors. As of September 30, 2010, Premier's indebtedness for labor for
16 the Audit Period on projects for the following general/original contractors is as follows:

Contractor	Contr.	Int.	LDs	Audit Costs	Atty F&C	Pymts	Balance
Acme Electric	\$3,483.80	\$1,058.37	\$1,058.37	\$50.82	\$237.18		\$5,888.53
Advanced Technology	\$445.48	\$200.78	\$200.78	\$6.50	\$30.33		\$883.86
Advanced Traffic	\$10,295.27	\$1,993.29	\$2,052.96	\$150.17	\$700.92		\$15,192.61
Arizona Pipeline	\$131.04	\$52.90	\$52.90	\$1.91	\$8.92		\$247.68
Blue Star Barricades	\$863.52	\$415.02	\$415.02	\$12.60	\$58.79		\$1,764.95
Bulldog Equipment	\$168.80	\$32.85	\$33.66	\$2.46	\$11.49		\$249.26
Capriati Construction	\$49,505.72	\$18,632.61	\$18,632.61	\$722.12	\$3,370.43		\$90,863.49
Clark Construction	\$51,490.56	\$20,430.33	\$20,430.33	\$751.08	\$3,505.56		\$96,607.85
Clark County Air Quality	\$1,900.08	\$656.70	\$656.70	\$27.72	\$129.36		\$3,370.56
Curtis Excavating	\$3,529.92	\$1,310.70	\$1,310.70	\$51.49	\$240.32		\$6,443.12

1	Dept. of Air Quality & Environmental Management	\$1,570.84	\$871.97	\$871.97	\$22.91	\$106.95		\$3,444.63
2								
3	Desert Plumbing & Heating	\$3,696.72	\$912.58	\$912.58	\$53.92	\$251.68		\$5,827.49
4	El Dorado Rock	\$2,287.94	\$831.00	\$831.00	\$33.37	\$155.77		\$4,139.07
5	Flippins Trenching	\$9,881.18	\$3,572.89	\$3,572.89	\$144.13	\$672.73		\$17,843.82
6	Hegwer Underground	\$6,033.18	\$2,971.55	\$2,971.55	\$88.00	\$410.75		\$12,475.03
7	Highway Technologies	\$196.56	\$86.18	\$86.18	\$2.87	\$13.38	(\$196.56)	\$188.62
8	Frehner Construction	\$889,987.84	\$364,324.01	\$364,324.01	\$12,981.98	\$60,591.76	(\$308,152.24)	\$1,384,057.36
9	Infrasource Transmission Services	\$6,232.62	\$2,497.36	\$2,497.36	\$90.91	\$424.33	(\$10,139.29)	\$1,603.29
10	Insituform Technologies	\$1,038.97	\$1,066.78	\$1,066.78	\$15.16	\$70.73	(\$1,038.97)	\$2,219.45
11	Jaynes Corp.	\$1,907.44	\$384.52	\$384.52	\$27.82	\$129.86		\$2,834.17
12	Jeffery Robbins Electrical	\$203.19	\$103.28	\$103.28	\$2.96	\$13.83	(\$203.19)	\$223.36
13	Lone Mountain Excavating & Utilities	\$16,128.57	\$8,634.97	\$8,634.97	\$235.26	\$1,098.06	(\$16,128.57)	\$18,603.26
14	Mamell Corrao	\$1,114.08	\$222.58	\$222.58	\$16.25	\$75.85		\$1,651.33
15	Martin Harris	\$135.04	\$37.22	\$37.22	\$1.97	\$9.19		\$220.64
16	Mastec North America	\$589.68	\$243.75	\$243.75	\$8.60	\$40.15		\$1,125.92
17	Maui One Excavating	\$4,548.33	\$2,932.80	\$2,932.80	\$66.35	\$309.66		\$9,709.92
18	Meadow Valley Contractors	\$5,468.88	\$1,673.52	\$1,673.52	\$79.77	\$372.33		\$9,268.02
19	National Equipment Services	\$925.50	\$341.10	\$341.10	\$13.50	\$63.01		\$1,684.21
20	NU Equipment	\$979.04	\$281.11	\$281.11	\$14.28	\$66.65		\$1,622.19
21	Nevada Power Company	\$65.52	\$24.92	\$24.92	\$0.96	\$4.46		\$120.78
22	Rafael Construction	\$13,491.79	\$6,253.83	\$6,253.83	\$196.80	\$918.54	(\$5,000.00)	\$22,114.80
23	Rice Construction	\$703.35	\$402.95	\$402.95	\$10.26	\$47.89		\$1,567.39
24	Road & Highway Builders	\$166,946.34	\$37,513.40	\$37,513.40	\$2,435.19	\$11,365.97		\$255,774.30
25	Rowley	\$762.07	\$219.44	\$219.44	\$11.12	\$51.88		\$1,263.95
26								
27								
28								

Contracting							
Sage Construction	\$733.32	\$332.92	\$332.92	\$10.70	\$49.93		\$1,459.78
Southern Nevada Construction	\$1,941.06	\$631.31	\$631.31	\$28.31	\$132.15		\$3,364.15
Southern Nevada Paving	\$143,691.04	\$40,232.49	\$40,232.49	\$2,095.98	\$9,782.71	(\$163,569.95)	\$72,464.76
Southwest Iron Works	\$9,330.43	\$2,359.25	\$2,359.25	\$136.10	\$635.23		\$14,820.26
Spirit Underground	\$163.80	\$56.67	\$56.67	\$2.39	\$11.15	(\$258.00)	\$32.69
Tab Contractors	\$92,302.99	\$34,781.24	\$34,781.24	\$1,346.40	\$6,284.13		\$169,496.00
Tand, Inc.	\$1,916.46	\$838.87	\$838.87	\$27.95	\$130.48		\$3,752.62
Taylor International	\$13,088.57	\$5,147.44	\$5,147.44	\$190.92	\$891.09		\$24,465.47
Traffic Control Service	\$1,304.99	\$526.55	\$526.55	\$19.04	\$88.85		\$2,465.97
Washington Group	\$4,949.00	\$2,973.33	\$2,973.33	\$72.19	\$336.94		\$11,304.79
Western States Contracting	\$25,624.66	\$8,687.30	\$8,687.30	\$373.78	\$1,744.57		\$45,117.60
Whiteford Construction	\$384.96	\$146.44	\$146.44	\$5.62	\$26.21		\$709.66
Wiser Construction	\$7,059.78	\$2,675.79	\$2,675.79	\$102.98	\$480.64		\$13,174.97
WPM Construction	\$98.28	\$37.39	\$37.39	\$1.43	\$6.69		\$181.19

WHEREAS, as of September 30, 2010, Premier owes the Trust Funds Two Million Three Hundred and Forty-Three Thousand Nine Hundred Four and 82/100 Dollars (\$2,343,904.82), which includes One Million Five Hundred Fifty-Nine Thousand Two Hundred Ninety-Eight and 20/100 Dollars (\$1,559,298.20) in contributions, Five Hundred Eighty Thousand Two Hundred Eighteen and 74/100 Dollars (\$580,218.74) in liquidated damages, Five Hundred Eighty Thousand One Hundred Fifty-Eight and 26/100 Dollars (\$580,158.26) in interest, Twenty-Two Thousand Seven Hundred Forty-Five and 00/100 Dollars in Audit costs, and Seventy-Four Thousand Five Hundred Fifty-Four and 70/100 Dollars (\$74,554.70) in attorney's fees and costs, less amounts paid of Five Hundred Four Thousand Six Hundred Eighty-Six and 77/100 Dollars (\$504,686.77).

1 NOW THEREFORE, the parties agree to entry of Judgment against Premier and in favor
2 of the Trust Funds in the total sum of Two Million Three Hundred and Forty-Three Thousand
3 Nine Hundred Four and 82/100 Dollars (\$2,343.904.82), for delinquent employee benefit
4 contributions and related ancillary costs owed to the Trust Funds for the period of May 2005
5 through May 2009.

6 FURTHER, the parties agree that the Trust Funds' claims against Martinez and Glenn
7 shall be dismissed without prejudice. Upon dismissal of these claims, Martinez and Glenn agree
8 to waive any and all time related defenses only, including, but not limited to, the time-based
9 defenses of statute of limitations, time-based estoppel, laches, and any other defense involving a
10 time bar or issue of time-based waiver based upon insofar as any such defense is based on the
11 passage of time, as to future claims that may be asserted by the Trust Funds against Martinez and
12 Glenn for breach of fiduciary duty under ERISA related to the delinquencies described above for
13 a period of five (5) years. The parties agree that Martinez and Glenn are not waiving any and all
14 defenses that are not time-based, which include certain defenses of estoppel and waiver, and the
15 parties further agree that nothing in this Stipulated/Consent Judgment Against Premier Traffic
16 Control, Inc. and Dismissal of Edith Martinez and Janet L. Glenn shall be deemed to be an
17 admission or acknowledgement of liability by Martinez and Glenn, the existence of damages, or
18 the amount of any damages relating to any future claims that may be asserted by the Trust Funds
19 against Martinez and Glenn.
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21

22 FURTHER, the parties agree that the following claims are expressly reserved by the Trust
23 Funds and not resolved in this case: (i) any claims for employee benefit contributions and related
24 amounts owed by Premier to the Trust Funds for any period after May 2009; (ii) the obligation of
25 Premier or any trade or business under common control of Premier (to the extent Premier or any
26 trade or business under common control with Premier has any obligation) to pay, and the rights of
27 the pension funds to assess and collect, withdrawal liability pursuant to 29 U.S.C. §1381 et seq.
28

(including use of Premier's contribution history for purposes of calculating any withdrawal liability); and (iii) any general (original) contractor claims pursuant to NRS 608.150, lien claims pursuant to NRS 108, pay and performance bond claims, licensing bond claims and any other ERISA or state law claim enforceable by the Trust Funds for any period.

FURTHER, Premier shall provide a copy of its QuickBooks backup for the period of June 2009 through the present to the Trust Funds within twenty (20) days of entry of this Stipulation.


APPROVED AS TO FORM AND CONTENT.


Dec.
~~November~~ 1, 2010.

November 29th, 2010.

BROWNSTEIN HYATT FARBER
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Attorneys for the Trust Funds

Attorneys for Defendants

ORDER

IT IS SO ORDERED.

Dated this 10th day of December, 2010.

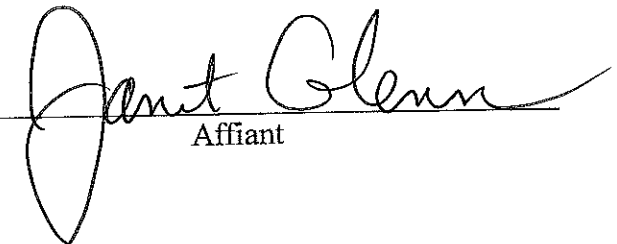


LARRY R. HICKS
UNITED STATES DISTRICT JUDGE

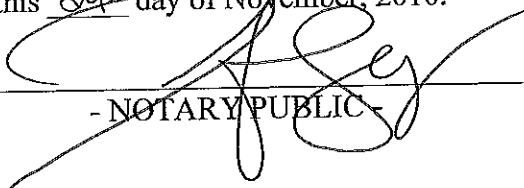
1 STATE OF NEVADA)
2) ss.
3 COUNTY OF CLARK)

4 Janet L. Glenn, being first duly sworn, deposes and says:

5 That she is an officer and representative of Premier Traffic Control, Inc., and is duly
6 authorized to execute this document; that she has read the foregoing Stipulation for Entry of
7 Judgment by Confession and knows the contents thereof; that the same is true of her own
8 knowledge, except for those matters therein stated on information and belief, and as to those
9 matters she believes them to be true.

10
11 
12 Affiant

13 Subscribed and sworn to before me
14 this 24th day of November, 2010.

15 
16 - NOTARY PUBLIC -



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